

# ORDER / SOLICITATION / OFFER / AWARD

OFFEROR TO COMPLETE BLOCKS 13, 14, 15, 22, 23 and 26				1. REQUISITION NO R0002268B304		PAGE 01 3	
2. CONTRACT/ORDER NO ZAPSER-10-B-0025		3. AWARD/ EFFECTIVE DATE 03/08/2010		4. MASTER/AGENCY CONTRACT NO		5. SOLICITATION NO 2A-10-A-0005	
6. SOLICITATION ISSUE DATE 12/10/2009		7. For Solicitation Information Get		8. NAME Donald L. Rexrode		9. TELEPHONE NO (202) 268-8430	
10. FAX NO (202) 268-2595		11. OFFER DUE DATE/TIME		12. ISSUED BY Professional, Printing, and Creative Services, LLC United States Postal Service 475 L'Enfant Plaza SW, Room 4131 Washington DC 20260-4131		13. CODE ZAPSER	
14. ADD CODE ZAPSER		15. SOLICITATION METHOD		16. DELIVERY FOR FOR DESTINATION UNLESS BLOCK IS CHECKED <input type="checkbox"/> SEE SCHEDULE		17. DISCOUNT TERMS See Schedule	
18. BILLING ADDRESS John Friedman IT Value Invoice Team 475 L'Enfant Plaza SW, Suite 1140 Washington DC 20260-1530		19. REMITTANCE ADDRESS CODE 00001 PO BOX ALLEN HAMILTON INC ATTN [REDACTED] 8283 GREENSHORE DRIVE MCLEAN VA 22102-3838		20. DELIVERY ADDRESS Michelle Ranson Technology Support United States Postal Service 475 L'Enfant Plaza SW, Room 2800 Washington DC 20260-2800		21. TELEPHONE NO 202-268-5056	
22. DELIVER BY/TO DATE		23. CHECK <input type="checkbox"/> BFT <input checked="" type="checkbox"/>		24. TOTAL AWARD AMOUNT (USPS Use Only) \$250,538.00		25. [X] The supplier is required to sign this document and return copies to the issuing office. The supplier agrees, subject to the terms and conditions specified herein, to provide and deliver all items identified above and on any additional sheets.	
26. SIGNATURE OF CONTRACTING OFFICER [REDACTED]		27. DATE SIGNED 3/10/2010		28. SIGNATURE OF CONTRACTING OFFICER Christopher M. Tadder		29. DATE SIGNED 3-8-2010	
30. PRINTED NAME AND TITLE OF SUPPLIER Douglas J. Lane Sr. VicePres		31. DATE SIGNED 3/10/2010		32. SIGNATURE OF CONTRACTING OFFICER [REDACTED]		33. DATE SIGNED 3-8-2010	

[EX 6]

CONTINUATION SHEET			REQUESTION P.O. Number 1	PAGE OF
CONTRACT ORDER NO. ZAPCER 1 B-001	AWARD/ EFFECTIVE DATE 11/1/01	MASTER/AGENCY CONTRACT NO.	SOLICITATION NO. 11/1/01	MODIFICATION DESCRIPTION

ITEM NO	DESCRIPTION OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>confidential business information, including but not limited to contracts, reports, analyses, studies, financial information, strategies, formulas, technical data of the Postal Service or any of its suppliers and the like, which may be revealed during the course of performance under this contract remain confidential, hereinafter the Confidential Information.</p> <p>All Confidential Information received by Post-Allen Hamilton from the Postal Service shall be deemed the property of the Postal Service. Upon demand by the contracting officer, Post-Allen Hamilton shall provide to the Postal Service all Confidential Information and copies thereof.</p> <p>Post-Allen Hamilton shall provide the same rate to avoid disclosure of Confidential Information as is required in connection with the employment contract agreement, or otherwise distributed, to the Postal Service in any manner whatsoever. Post-Allen Hamilton shall ensure that all copies of such Confidential Information are placed with access limited only to management, co-workers, agents, or consultants who need to know such information for purposes of this contract.</p> <p>Post-Allen Hamilton shall provide the terms of this contract to all employees who are subject to the terms of this contract.</p> <p>All employees shall be required to sign the terms of the contract and shall be required to sign the contract.</p> <p>Subcontractors shall be required to sign the contract.</p> <p>Post-Allen Hamilton shall provide the terms of this contract to all employees who are subject to the terms of this contract.</p> <p>Post-Allen Hamilton shall provide the terms of this contract to all employees who are subject to the terms of this contract.</p>				

[EX 3  
39 USC 410(c)(2)]

CONTINUATION SHEET

RECUSING  
F0002,PER8104

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3

CONTRACT/ORDER NO  
ATARP-1-B-007

AWARD  
EFFECTIVE DATE  
03/08/2010

MASTER AGENCY CONTRACT NO

SOLICITATION NO  
ZA-10-A-1015

SOLICITATION  
ISSUE DATE  
12/10/2009

ITEM NO	SCHEDULE OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
01	provide all of the personnel and services and materials, equipment, to complete the requirements set forth within the Statement of Work entitled, "Contract for the development and implementation of a program to..." Agency Number: [REDACTED]  POB: [REDACTED]				[REDACTED]
10	Travel, travel related and miscellaneous expenses in accordance with USPS Travel Handbook F-15. Claims for reimbursement must be itemized on invoice and substantiated with receipts. Agency Number: [REDACTED]  POB: [REDACTED]				[REDACTED]
11	Team labor to be provided for the duration of the contract period. The contract is for potential additional work, as follows:  [REDACTED] Manager [REDACTED] [REDACTED] Analyst [REDACTED] [REDACTED] Analyst [REDACTED] [REDACTED] Analyst [REDACTED] [REDACTED] Engineer [REDACTED] [REDACTED] Specialist [REDACTED] [REDACTED] Support [REDACTED] [RE				

[EX 3,  
39 USC 410(c)(2);  
EX 4]

COPY

## ORDER / SOLICITATION / OFFER / AWARD

<b>OFFEROR TO COMPLETE BLOCKS 13, 14, 16, 22, 23 and 26</b>				1. REQUISITION NO. R00022688304		PAGE OF 1 3							
2 CONTRACT/ORDER NO 2APSER-10-B-0025			3. AWARD/ EFFECTIVE DATE 03/08/2010		4 MASTER/AGENCY CONTRACT NO		5. SOLICITATION NO 2A-10-A-0005						
7 For Solicitation Information Call		a NAME Donald L. Rexrode		b. TELEPHONE NO. (202) 268-8430		c. FAX NO. (202) 268-2595		8 OFFER DUE DATE/TIME					
9 ISSUED BY Professional, Printing, and Creative Services, CMC United States Postal Service 475 L'Enfant Plaza SW, Room 4131 Washington DC 20260-4131  EMAIL donald.l.rexrode@usps.gov				10 ACO CODE 2APSER		11 SOLICITATION METHOD  <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> RFP <input type="checkbox"/> ORAL		12 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS CHECKED  <input type="checkbox"/> SEE SCHEDULE					
14 SUPPLIER BOOZ ALLEN HAMILTON INC ATTN [REDACTED] 8283 GREENSBORO DRIVE MCLEAN VA 22102-3838  TEL 703/ [REDACTED] FAX 703/902-3200 EMAIL [REDACTED].com				15 BILLING ADDRESS John Friedman IT Value Invoice Team 475 L'Enfant Plaza SW, Suite 2140 Washington DC 20260-1530									
16 REMITTANCE ADDRESS BOOZ ALLEN HAMILTON INC 8283 GREENSBORO DR MC LEAN VA 22102-3838  TEL FAX. EMAIL.				17 DELIVERY ADDRESS Michelle Ransom Technology Support United States Postal Service 475 L'Enfant Plaza SW, Room 2800 Washington DC 20260-2800  TELEPHONE NO 202-268-5056 DELIVER BY/END DATE:  <input type="checkbox"/> CHECK <input checked="" type="checkbox"/> EFT									
18 ITEM NO		19 SCHEDULE OF SUPPLIES/SERVICES				20 QUANTITY		21 UNIT		22. UNIT PRICE		23 AMOUNT	
		<p>The period of performance of this firm-fixed price contract shall begin on or about March 10 and continue for a 3-month period through June 09, 2010 in accordance with the solicitation provisions and clauses (excepting Clause 1-7 and replacing in lieu a mutual Non-Disclosure Agreement - See Attachment 4); Booz Allen Hamilton's proposal dated January 6, 2010 - See Attachment 5); and the following additional specific language is added:</p> <p>The Postal Service desires that certain</p> <p>Continued ...</p>											
24						TOTAL AWARD AMOUNT (USPS Use Only)				\$250,538.00			
25. <input checked="" type="checkbox"/> The supplier is required to sign this document and return copies to the issuing office. The supplier agrees, subject to the terms and conditions specified herein, to provide and deliver all items identified above and on any additional sheets.						26 <input type="checkbox"/> Award of Contract Your offer on Solicitation (block 5) is accepted as to items							
27a SIGNATURE OF SUPPLIER						28a UNITED STATES POSTAL SERVICE (SIGNATURE OF CONTRACTING OFFICER)							
27b PRINTED NAME AND TITLE OF SUPPLIER				27c. DATE SIGNED		28b PRINTED NAME OF CONTRACTING OFFICER Christopher M. Taddei				28c DATE SIGNED			

<b>CONTINUATION SHEET</b>			REQUISITION NO R00022688304		PAGE OF 2 3
CONTRACT/ORDER NO 2APSER-10-B-0025		AWARD/ EFFECTIVE DATE 03/08/2010	MASTER/AGENCY CONTRACT NO		SOLICITATION NO 2A-10-A-0005  SOLICITATION ISSUE DATE 12/10/2009

ITEM NO	SCHEDULE OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>confidential business information, including but not limited to contracts, reports, analyses, studies, financial information, strategies, formulas, technical data of the Postal Service or any of its suppliers and the like, which may be revealed during the course of performance under this contract remain confidential (hereinafter the Confidential Information).</p> <p>All Confidential Information received by Booz Allen Hamilton from the Postal Service shall be deemed the property of the Postal Service. Upon demand by the contracting officer, Booz Allen Hamilton shall promptly return or provide evidence of destruction of all Confidential Information and copies thereof.</p> <p>Booz Allen Hamilton shall provide the same care to avoid disclosure or unauthorized use of the Confidential Information as it would provide to maintain the confidentiality of its own information, but in no event less than reasonable and prudent care, and the Confidential Information shall not be reproduced in any form except as required in conjunction with the contemplated contractual agreement, or otherwise distributed or sold by Booz Allen Hamilton in any manner whatsoever. Booz Allen Hamilton shall ensure that all copies of such Confidential Information is in a secure place with access limited only to such of its co-workers, agents, or consultants who need to know such information for purposes of this contract.</p> <p>Booz Allen Hamilton shall include the terms of this contract in each subcontract whereunder there is any possibility of disclosure of the Confidential Information.</p> <p>An option period of 1-year is also included with the T&amp;M effective rates itemized under line item 00003.</p> <p>Sub Rept Req'd: N Payment Terms: NET30 Accounting Info: BFN: <span style="background-color: black; color: black;">XXXXXXXXXX</span> Period of Performance: 03/10/2010 to 06/09/2010 Continued ...</p>				

CONTINUATION SHEET				REQUISITION NO R00022688304	PAGE OF 3 3
CONTRACT/ORDER NO 2APSER-10-B-0025		AWARD/ EFFECTIVE DATE 03/08/2010	MASTER/AGENCY CONTRACT NO		SOLICITATION NO 2A-10-A-0005 SOLICITATION ISSUE DATE 12/10/2009
ITEM NO	SCHEDULE OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00001	<p>Provide all of the professional services and technical expertise to complete the requirements set forth within the Statement of Work entitled, "Contract Investment Review - (Telecom) (See Attachment 1)".</p> <p>Account Number: [REDACTED]</p> <p>FOB: Destination</p>				[REDACTED]
00002	<p>Travel, travel related and miscellaneous expenses in accordance with USPS Travel Handbook F-15. Claims for reimbursement must be itemized on invoice and substantiated with receipts.</p> <p>Account Number: [REDACTED]</p> <p>FOB: Destination</p>				[REDACTED]
00003	<p>T&amp;M labor rates(per hour) included for an option period of one-year for potential additional work, as follows:</p> <p>[REDACTED] Manager - \$[REDACTED]</p> <p>[REDACTED] Analyst - [REDACTED]</p> <p>[REDACTED] Analyst - [REDACTED]</p> <p>[REDACTED] Analyst - [REDACTED]</p> <p>[REDACTED] Engineer - [REDACTED]</p> <p>[REDACTED] Specialist - [REDACTED]</p> <p>[REDACTED] / SME - [REDACTED]</p> <p>[REDACTED] Specialist - [REDACTED]</p> <p>[REDACTED] Specialist - [REDACTED]</p> <p>Account Number: [REDACTED]</p> <p>FOB: Destination</p> <p>The total amount of award: \$250,538.00. The total amount for this award is shown in box 24.</p>				0.00

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## PART 1 - COVER SHEET AND SCHEDULE

### ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation numbered and dated as follows:

Amendment Number	Date	Amendment Number	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

### REMITTANCE ADDRESS

Remittance Address (if different from Block 16, PS Form 8203)

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### INVOICE STATEMENT

All invoices MUST reference the Contract Number and corresponding line item number listed on this purchase document. Invoices not in compliance may result in delayed payment.



## PRIVACY ACT STATEMENT

To the extent that the information you provide is about an individual, the Privacy Act will apply. Collection of that information is authorized by 39 USC 401. As a routine use, the information may be disclosed to an appropriate government agency, domestic or foreign, for law enforcement purposes; where pertinent, in a legal proceeding to which the USPS is a party or has an interest; to a government agency in order to obtain information relevant to a USPS decision concerning employment, security clearances, contracts, licenses, grants, permits, or other benefits; to a government agency upon its request when relevant to its decision concerning employment, security clearances, security, or suitability investigations, contracts, licenses, grants, or other benefits; to a congressional office at your request; to an expert, consultant, or other person under contract with the USPS to fulfill an agency function; to the Federal Records Center for storage; to the Office of Management and Budget for review of private relief legislation; to an independent certified public accountant during an official audit of USPS finances; to an investigator, administrative judge or complaints examiner appointed by the Equal Employment Opportunity Commission for investigation of a formal EEO complaint under 29 CFR 1614; to the Merit Systems Protection Board or Office of Special Counsel for proceedings or investigations involving personnel practices and other matters within their jurisdiction; to a labor organization as required by the National Labor Relations Act; to a federal, state or local agency, financial institution or other appropriate entity for the purpose of verifying an individual's or entity's eligibility or suitability for engaging in a transaction. In addition, the following disclosures may be made to any person: a solicitation mailing list when a purchase is highly competitive and competitions will not be harmed by release, or to provide an opportunity for potential subcontractors seeking business; a list of lessors of real or personal property to the Postal Service; a list of entities with whom the Postal Service transacts for goods or services, interests in real property, construction, financial instruments, or intellectual property; and the identity of the successful offeror. Completion of this form is voluntary; however, if this information is not provided, we will be unable to process your request.

## PART 2 - PROVISIONS

### PROVISION 1-1 SUPPLIER CLEARANCE REQUIREMENTS (MARCH 2006)

The contract resulting from this solicitation will require the contractor or its employees (including subcontractors and their employees) to have access to occupied postal facilities, and/or to postal information and resources, including postal computer systems. Clearance in accordance with Administrative Support Manual 272.3 will be required before that access will be permitted. It is the contractor's obligation to obtain and supply to the Postal Service the forms and information required by that regulation.

Offerors must familiarize themselves with the requirements of that section, taking into account in their offices the time and paperwork associated with the screening.

### PROVISION 1-4 PROHIBITION AGAINST CONTRACTING WITH FORMER POSTAL SERVICE OFFICERS OR PCES EXECUTIVES (MARCH 2006)

The offeror represents that former Postal Service officers or Postal Career Executive Service (PCES) executives will not be employed as key personnel, experts or consultants in the performance of the contract if such individuals, within 1 year of their retirement from the Postal Service, will be performing substantially the same duties as they performed during their career with the Postal Service. In addition, no contract resulting from this solicitation may be awarded to such individuals or entities in which they have a substantial interest, for 1 year after their retirement from the Postal Service, if the work called for in the solicitation requires such individuals to perform substantially the same duties as they performed during their career with the Postal Service.

### PROVISION 1-5 PROPOSED USE OF FORMER POSTAL SERVICE EMPLOYEES (MARCH 2006)

In its proposal, the supplier must identify any former Postal Service employee it proposes to engage in the performance, directly or indirectly, in the performance of the contract. The Postal Service reserves the right to require the supplier to replace the proposed individual with an equally qualified individual.

### PROVISION 4-1 STANDARD SOLICITATION PROVISIONS (NOVEMBER 2007)

a. Submission of Offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified on this solicitation. Offers may be submitted on PS Form 8203, via email as stipulated below.

VOLUME I: Technical Proposal – Submit proposal detailing how offeror will accomplish the requirements described in the statement of work. The Technical Proposal shall NOT contain any pricing information.

VOLUME II – Business (Price) Proposal – Submit the completed and signed PS Form 8203 (scanned via email). Complete blocks 14, 16, 22, 23, 27a, b and c. Include signed amendments to the solicitation, if any, or enter at Part 1 – Cover Sheet and Schedule, Acknowledgement of Amendments. Also, include completed commercial Representations and Certifications (See Part 2 – Provisions, Provision 4-3).

As a minimum offers must show:

- (1) Solicitation number;
- (2) The name, address and telephone number of the offeror;
- (3) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (4) Terms of any expressed warranty;
- (5) Price and any discount terms;
- (6) "Remit to" address, if different than mailing address;
- (7) A completed copy of the representations and certifications;
- (8) Acknowledgment of Solicitation Amendments;
- (9) Past performance information, when included as an evaluation factor, to include recent and relevant

contracts for the same or similar items, and other references (including contract numbers, point of contact, with telephone numbers, and other relevant information); and

(10) If the offer is not submitted on PS Form 8203, include a statement specifying the extent of agreement with all terms and conditions and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation, may be excluded from consideration.

b. Business Disagreements. Business disagreements may be lodged with the Supplier Disagreement Resolution Official (SDR Official) if the supplier and the contracting officer have failed to resolve the disagreement as described in 39 CFR Part 601 (available for review at [www.gpoaccess.gov/ecfr](http://www.gpoaccess.gov/ecfr)). The SDR Official will consider the disagreement only if it is lodged in accordance with the time limits and procedures described in 39 CFR Part 601. The SDR Official's decisions are available for review at [usps.com](http://usps.com).

c. Product Samples. When required by the solicitation, product samples must be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples must be submitted at no expense to the Postal Service and returned at the sender's request and expense, unless they are destroyed during preaward testing.

d. NOT USED

e. Late Offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered unless determined to be in the best interests of the Postal Service.

f. Type of Contract. The Postal Service plans to award a firm-fixed price contract under this solicitation, and all proposals must be submitted on this basis. Alternate proposals based on other contract types will ☐ will not ☒ be considered.

g. Contract Award. The Postal Service may evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. Discussions may be conducted if the Postal Service determines they are necessary. The Postal Service may reject any or all offers if such action is in the best interest of the Postal Service; accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

h. Multiple Awards. The Postal Service may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Postal Service reserves the right to make an award on any items for quantity less than the quantities offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

i. Incorporation by Reference. Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it, and its date. The text of incorporated terms may be found at <http://www.usps.com/purchasing/purchasingpubs/pubsmenu.htm> If checked, the following provision is incorporated in this solicitation by reference  
☒ Provision 3-1: Notice of Small, Minority, and Woman-owned Business Subcontracting Requirements (March 2006)

## OTHER INSTRUCTIONS

Questions and requests for clarification or additional information concerning this solicitation MUST be submitted no later than 1:00 p.m. Eastern Time, December 17, 2009 via email to Donald L. Rexrode at the following email address:

[Donald.L.rexrode@usps.gov](mailto:Donald.L.rexrode@usps.gov)

Proposals should be submitted via email with separate files for Volume I and Volume II to the email address above to arrive no later than 1:00 p.m. Eastern Time, December 30, 2009.

#### PROVISION 4-2 EVALUATION (MARCH 2006)

a. General. The Postal Service will award a contract resulting from this solicitation to the offeror whose offer conforming to the solicitation is deemed to offer the Postal Service the best value, price and other factors as specified considered. In this award technical is more important than price. As technical offers become more equal, price will become more important in the selection decision. The primary technical areas to be used in determining which proposal offers the best value to the Postal Service are listed below in descending order of importance. (See Attachment 2, Technical Evaluation Criteria – for more detailed description:

1. Technical Plan
2. Key Personnel / Qualifications
3. Quality Assurance

#### b. NOT USED

c. Notice of Award. The Postal Service may accept an offer (or part of an offer), whether or not there are discussions after its receipt, before an offer's specified expiration time, unless a written notice of withdrawal is received before award. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, will result in a binding contract without further action by either party.

PROVISION 4-3 REPRESENTATIONS AND CERTIFICATIONS (MARCH 2006)

a. Type of Business Organization. The offeror, by checking the applicable blocks, represents that it:

(1) Operates as:

☐ a corporation incorporated under the laws of the state of \_\_\_\_\_; or country of \_\_\_\_\_, if incorporated in a country other than the United States of America.

☐ an individual;

☐ a partnership;

☐ a joint venture;

☐ a limited liability company;

☐ a nonprofit organization; or

☐ an educational institution; and

(2) Is (check all that apply)

☐ a small business concern;

☐ a minority business (indicate minority below):

☐ Black American

☐ Hispanic American

☐ Native American

☐ Asian American:

☐ a woman-owned business; or

☐ none of the above entities.

(3) Small Business Concern. A small business concern for the purposes of Postal Service purchasing means a business, including an affiliate, that is independently owned and operated, is not dominant in producing or performing the supplies or services being purchased, and has no more than 500 employees, unless a different size standard has been established by the Small Business Administration (see 13 CFR 121, particularly for different size standards for airline, railroad, and construction companies). For subcontracts of \$50,000 or less, a subcontractor having no more than 500 employees qualifies as a small business without regard to other factors.

(4) Minority Business. A minority business is a concern that is at least 51 percent owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely U.S. citizens who are Black Americans, Hispanic Americans, Native Americans, or Asian Americans. (Native Americans are American Indians, Eskimos, Aleuts, and Native Hawaiians. Asian Americans are U.S. citizens whose origins are Japanese, Chinese, Filipino, Vietnamese, Korean, Samoan, Laotian, Kampuchean (Cambodian), Taiwanese, in the U.S. Trust Territories of the Pacific Islands or in the Indian subcontinent.)

(5) Woman-owned Business. A woman-owned business is a concern at least 51 percent of which is owned by a woman (or women) who is a U.S. citizen, controls the firm by exercising the power to make policy decisions, and operates the business by being actively involved in day-to-day management.

(6) Educational or Other Nonprofit Organization. Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

b. Parent Company and Taxpayer Identification Number

(1) A parent company is one that owns or controls the basic business policies of an offeror. To own means to own more than 50 percent of the voting rights in the offeror. To control means to be able to formulate, determine, or veto basic business policy decisions of the offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights, proxy voting, contractual arrangements, or otherwise.

(2) Enter the offeror's U.S. Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's Social Security number or other Employee Identification Number (EIN) used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941, or as required by Internal Revenue Service (IRS) regulations.  
Offeror's TIN: \_\_\_\_\_

(3) Check this block if the offeror is owned or controlled by a parent company: \_\_\_\_\_

(4) If the block above is checked, provide the following information about the parent company:

Parent Company's Name: \_\_\_\_\_

Parent Company's Main Office: \_\_\_\_\_

Address: \_\_\_\_\_

No. and Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Parent Company's TIN: \_\_\_\_\_

(5) If the offeror is a member of an affiliated group that files its federal income tax return on a consolidated basis (whether or not the offeror is owned or controlled by a parent company, as provided above) provide the name and TIN of the common parent of the affiliated group:

Name of Common Parent: \_\_\_\_\_

Common Parent's TIN: \_\_\_\_\_

**c. Certificate of Independent Price Determination**

(1) By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization, that in connection with this solicitation:

(a) The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;

(b) Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and

(c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

(2) Each person signing this proposal certifies that:

(a) He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to paragraph a above; or

(b) He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered but that he or she has been authorized in writing to act as agent for the persons responsible in certifying that they have not participated, and will not participate, in any action contrary to paragraph a above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to paragraph a above.

(3) Modification or deletion of any provision in this certificate may result in the disregarding of the proposal as unacceptable. Any modification or deletion should be accompanied by a signed statement explaining the reasons and describing in detail any disclosure or communication.

**d. Certification of Nonsegregated Facilities**

(1) By submitting this proposal, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

(2) As used in this certification, segregated facilities means any waiting rooms, work areas, rest rooms or wash rooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, or housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

(3) The offeror further agrees that (unless it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors before awarding subcontracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause; that it will retain these certifications in its files; and that it will forward the following notice to these proposed subcontractors (except when they have submitted identical certifications for specific time periods):

Notice: A certification of nonsegregated facilities must be submitted before the award of a subcontract exceeding \$10,000 that is not exempt from the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

**e. Certification Regarding Debarment, Proposed Debarment, and Other Matters (This certification must be completed with respect to any offer with a value of \$100,000 or more.)**

(1) The offeror certifies, to the best of its knowledge and belief, that it or any of its principals:

(a) Are \_\_\_ are not \_\_\_ presently debarred or proposed for debarment, or declared ineligible for the award of contracts by any Federal, state, or local agency;

(b) Have \_\_\_\_ have not \_\_\_\_, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(c) Are \_\_\_\_ are not \_\_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (b) above;

(d) Have \_\_\_\_ have not \_\_\_\_ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in conjunction with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(e) Are \_\_\_\_ are not \_\_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (d) above.

(2) The offeror has \_\_\_\_ has not \_\_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.

(3) "Principals," for the purposes of this certification, means officers, directors, owners, partners, and other persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

(4) The offeror must provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(5) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered as part of the evaluation of the offeror's capability (see the Conduct Supplier Capability Analysis topic of the Evaluate Proposals task of Process Step 2: Evaluate Sources, in the Postal Service's Supplying Practices). The offeror's failure to furnish a certification or provide additional information requested by the contracting officer will affect the capability evaluation.

(6) Nothing contained in the foregoing may be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(7) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

(8) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Postal Service, the contracting officer may terminate the contract resulting from this solicitation for default.

f. Incorporation by Reference. Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, its provision or clause number assigned to it, and its date. The text of incorporated terms may be found at <http://www.usps.com/purchasing/purchasingpubs/pubsmenu.htm> If checked, the following provision(s) is incorporated in this solicitation by reference: (contracting officer will check as appropriate)

- ☐ (1) Provision 1-2: Domestic Source Certificate & Supplies
- ☐ (2) Provision 1-3: Domestic Source Certificate - Construction Materials
- ☐ (3) Provision 9-1: Equal Opportunity Affirmative Action Program
- ☐ (4) Provision 9-2: Preaward Equal Opportunity Compliance Review
- ☒ (5) Provision 9-3: Notice of Requirements for Equal Opportunity Affirmative Action

## PART 3 - CONTRACT CLAUSES

### CLAUSE B-18 SUBCONTRACTS (MARCH 2006)

### CLAUSE 7-5 ERRORS AND OMISSIONS (MARCH 2006)

### CLAUSES INCORPORATED BY REFERENCE

The above clauses are incorporated by reference as if set forth in full text. The text of these clauses may be accessed electronically at this address: <http://www.usps.com/cpim/ftp/manuals/spp/spp.pdf> or, upon request, will be provided by the contracting officer.

### CLAUSE B-3 CONTRACT TYPE (MARCH 2006)

The Postal Services plans to award a firm-fixed-price contract.

### CLAUSE B-12 TERMINATION FOR CONVENIENCE OR DEFAULT (MARCH 2006)

- a. Performance under this contract may be terminated by the Postal Service in whole or in part whenever:
- 1) The supplier defaults in performing this contract (including in the term "default" any refusal or failure to prosecute the work diligently enough to ensure its completion within the time specified or any extension), and fails to cure the default within 10 days (or a longer period as the contracting officer may allow) after receipt from the contracting officer of a notice specifying the default; or
  - 2) The contracting officer determines that termination is in the best interests of the Postal Service. A termination may be effected by delivery to the supplier of a notice of termination specifying whether the termination is for default or for the convenience of the Postal Service, the extent of work terminated, and the effective date of the termination. If, after notice of termination for default under subparagraph a.1 above, it is determined that the supplier was not in default or that the delay was excusable, the notice of termination will be deemed to have been issued for the convenience of the Postal Service.
- b. Upon receipt of a notice of termination, unless otherwise directed by the contracting officer, the supplier must take the following actions:
- (1) Stop work under the contract to the extent specified in the notice.
  - (2) Place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the unterminated work.
  - (3) Terminate all orders and subcontracts to the extent that they relate to the work terminated.
  - (4) Assign to the Postal Service, as directed by the contracting officer, all right, title, and interest of the supplier under the orders and subcontracts terminated. The Postal Service has the right, in its discretion, to settle or pay claims arising out of these terminations.
  - (5) Settle all outstanding liabilities and all claims arising out of the termination of orders and subcontracts, with the approval or ratification of the contracting officer. The contracting officer's decision is final for the purposes of this clause.
  - (6) Transfer title to the Postal Service and deliver as directed by the contracting officer:
    - (a) Work in process, completed work, and other material produced as a part of or acquired for the work terminated; and
    - (b) The completed or partially plans, drawings, information, and other property that, if the contract had been completed, would have been furnished to the Postal Service.
  - (7) Use its best efforts to sell as directed by the contracting officer any property of the types referred to in subparagraph b.6 above, provided that the supplier may acquire property under the conditions prescribed and at prices approved by the contracting officer, and the proceeds of any such transfer will be applied in reduction of any payments to be made by the Postal Service to the supplier, or be credited to the price or cost of the work covered by this contract or paid in any manner directed by the contracting officer.
  - (8) Complete performance of the work not terminated.
  - (9) Take any action that may be necessary, or that the contracting officer may direct, for protecting and preserving any property related to this contract that is in the possession of this supplier and in which the Postal



Service has or may acquire an interest.

c. At any time, the supplier may submit to the contracting officer a list, certified as to quantity and quality, of termination inventory not disposed of and may request the Postal Service to remove inventory items or enter into a storage agreement covering them. Not later than 15 days after receiving this request, the Postal Service will accept title to the items and remove them or enter into a storage agreement. The list will be subject to verification by the contracting officer upon removal of the items or, if the items are stored, within 45 days after submission of the list.

d. After termination, the supplier must submit to the contracting officer a termination claim in the form and with the certification prescribed by the contracting officer. The claim must be submitted promptly, but in no event more than 180 days after the effective date of termination, unless an extension in writing is granted by the contracting officer. However, if the contracting officer determines that the facts justify such action, any termination claim may be received and acted upon at any time after the 180-day period. Upon failure of the supplier to submit a termination claim within the time allowed, the contracting officer may determine, on the basis of information available, the amount, if any, due the supplier by reason of the termination and will pay that amount.

e. Subject to the provision of paragraph d above, the supplier and the contracting officer may agree upon the whole or any part of the amount to be paid (including and allowance for the fee) to the supplier by reason of the termination.

f. If the supplier and the contracting officer fail to agree on the amount with respect to cost or fee, the contracting officer will determine, on the basis of information available, the amount, if any, due the supplier and pay the supplier as follows:

(1) If the settlement includes cost and fee:

(a) All costs and expenses reimbursable in accordance with this contract, not previously paid to the supplier and such as may continue for a reasonable time after termination;

(b) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders;

(c) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims, together with reasonable storage, transportation, and other costs incurred in connection with protecting or disposing of the termination inventory (however, if the termination is for default, there must not be included any amount for the preparation of the supplier's settlement proposal); and

(d) A portion of the fee payable under the contract, determined as follows:

(i) In the event of termination for convenience, a percentage of the fee equivalent to the percentage of the completion of work contemplated by the contract, but exclusive of subcontract effort included in subcontractor's termination claims, less fee payments previously made; or

(ii) In the event of termination for default, that proportionate part of the fee (or, if this contract calls for articles of different types, of such part of the fee as is reasonably allocable to the type of article under consideration) as the total number of articles accepted bears to the total number of articles of a like kind called for by this contract. If the amount determined under this subparagraph (2) is less than the total payment already made to the supplier, the supplier must repay to the Postal Service the excess.

(2) If the settlement includes only the fee, its amount will be determined in accordance with f.1(d) above.

g. Costs claimed, agreed to, or determined pursuant to paragraphs c, d, and e above must be in accordance with the Conduct Price/Cost Analysis topic of the Evaluate Proposals task of Process Step 2: Evaluate Sources, of the Postal Service Supplying Practices in effect on the effective date of termination. The final settlement is limited as provided in the Limitation of Cost clause of this contract.

h. The supplier has the right of review, under the Claims and Disputes clause, of any determination made by the contracting officer under paragraph d or f above, except that if the supplier fails to request an extension of time, the supplier will have no right of review. In any case where the contracting officer determines the amount due under paragraph d or f above, the Postal Service must pay to the supplier the following:

(1) If there is no right of review under this clause or if no timely review has been taken, the amount determined by the contracting officer; or

(2) If a review has been taken, the amount finally determined.

i. There will be deducted:

- (1) All unliquidated advance or other payments made to the supplier applicable to the terminated portion of this contract;
  - (2) Any claim the Postal Service may have against the supplier; and
  - (3) The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the supplier or sold in accordance with this clause.
- j. If the termination is partial, the portion of the fee payable for the continued portion of the contract must be equitably adjusted by agreement between the supplier and the contracting officer.
- k. The Postal Service may, under the terms and conditions it may prescribe, make partial payments against costs incurred by the supplier in connection with the terminated portion of the contract whenever, in the opinion of the contracting officer, the aggregate of the partial payments is within the amount to which the supplier will be entitled. If the total of these payments exceeds the amount finally determined to be due under this clause, the excess must be repaid to the Postal Service upon demand, together with interest calculated in accordance with the Interest clause of this contract, for the period from the date the excess payment is received by the supplier to the date on which the excess is repaid to the Postal Service. However, no interest will be charged with respect to an excess payment attributable to a reduction in the supplier's claim by reason of retention or other disposition of termination inventory, until 10 days after the date of the retention or disposition.

#### CLAUSE B-39 INDEMNIFICATION (MARCH 2006)

The supplier must save harmless and indemnify the Postal Service and its officers, agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any personal injury or property damage received or sustained by any person, persons or property growing out of, occurring, or attributable to any work performed under or related to this contract, resulting in whole or in part from negligent acts or omissions of the supplier, any subcontractor, or any employee, agent, or representative of the supplier or any subcontractor.

#### CLAUSE I-1 PRIVACY PROTECTION (JULY 2007)

In addition to other provisions of this contract, the supplier agrees to the following:

- a. Privacy Act. If the supplier operates a system of records on behalf of the Postal Service, the Privacy Act (5 U.S.C. 522a) and Postal Service regulations at 39 CFR Parts 266-267 apply to those records. The supplier is considered to operate a system of records if it manages records (including collecting, revising, or disseminating records) from which information is retrieved by the name of an individual or by some number, symbol, or other identifier assigned to the individual. The supplier agrees to comply with the Act and the Postal Service regulations in designing, developing, and operating the system of records, including ensuring that records are current and accurate for their intended use, and incorporating adequate safeguards to prevent misuse or improper disclosure of personal information. Violations of the Act may subject the violator to criminal penalties.
- b. Customer or Employee Information. If the supplier has access to Postal Service customer or employee information, including address information, whether collected online or offline by the Postal Service or by a supplier acting on its behalf, the supplier must comply with the following:
- (1) General. With regard to the Postal Service customer information to which it has access pursuant to this contract, the supplier has that access as an agent of the Postal Service and must adhere to its postal privacy policy at [www.usps.com/common/docs/privpol.htm](http://www.usps.com/common/docs/privpol.htm).
  - (2) Use, Ownership, and Nondisclosure. The supplier may use Postal Service customer or employee information solely for purposes of this contract, and may not collect or use such information for non-Postal Service marketing, promotion, or any other purpose without the prior written approval of the contracting officer. The supplier must restrict access to such information to those employees who need the information to perform work under this contract, and must ensure that each such employee (including subcontractors' employees) sign a nondisclosure agreement, in a form suitable to the contracting officer, prior to being granted access to the information. The Postal Service retains sole ownership and rights to its customer or employee information. Unless the contract states otherwise, upon completion of the contract the supplier must turn over all Postal Service customer or employee information in its possession to the Postal Service, and must certify that no Postal Service customer or employee information has been retained unless otherwise authorized in writing by the

contracting officer.

(3) Security Plan. When applicable, and unless waived in writing by the contracting officer, the supplier must work with the Postal Service to develop and implement a security plan that addresses the protection of customer or employee information. The plan will be incorporated into the contract and followed by the supplier, and must, at a minimum, address notification to the Postal Service of any security breach. If the contract does not include a security plan at the time of contract award, it must be added within 60 days after contract award.

(4) Breach Notification. If there is a breach of any nature in the security of Postal Service data, including customer or employee data, the supplier must follow the breach notification requirements included in the security plan discussed in (3) above. The supplier will be required to follow Postal Service policies regarding breach notification to customers and/or employees.

(5) Legal Demands for Information. If a legal demand is made for Postal Service customer or employee information (such as by subpoena), the supplier must immediately notify the contracting officer and the nearest office of the Postal Inspection Service. After notification, the Postal Service will determine whether and to what extent to comply with the legal demand. Should the Postal Service agree to or unsuccessfully resist a legal demand, the supplier may, with the written permission of the contracting officer, release the information specifically demanded.

c. Online Assistance. If the supplier assists in the design, development, or operation of a Postal Service customer Web site, or if it designs or places an ad banner, button, or link on a Postal Service Web site or any Web site on the Postal Service's behalf, the supplier must comply with the limitations in subparagraph b(1) above relating to ad banners, buttons, or links, and the use of cookies, web beacons, or other web analysis tools. Exceptions to these limitations require the prior written approval of the contracting officer and the Postal Service's Chief Privacy Officer.

d. Marketing E-Mail. If the supplier assists the Postal Service in conducting a marketing e-mail campaign, the supplier does so as an agent of the Postal Service and must adhere to the Postal Service policies set out in Postal Service Management Instruction AS-350-2004-4, Marketing E-mail. Suppliers wishing to conduct marketing email campaigns to postal employees must first obtain the prior written approval of the contracting officer.

e. Audits. The Postal Service may audit the supplier's compliance with the requirements of this clause, including through the use of online compliance software.

f. Indemnification. The supplier will indemnify the Postal Service against all liability (including costs and fees) for damages arising out of violations of this clause.

g. Flow-down. The supplier will flow this clause down to subcontractors that would be covered by any portion of this clause if they were the supplier.

#### CLAUSE 1-7 ORGANIZATIONAL CONFLICTS OF INTEREST (MARCH 2006)

a. Warranty Against Existing Conflicts of Interest. The supplier warrants and represents that, to the best of its knowledge and belief, it does not presently have organizational conflicts of interest that would diminish its capacity to provide impartial, technically sound, objective research assistance or advice, or would result in a biased work product, or might result in an unfair competitive advantage, except for advantages flowing from the normal benefits of performing this agreement.

b. Restrictions on Contracting. The supplier agrees that during the term of this agreement, any extensions thereto, and for a period of 2 years thereafter, neither the supplier nor its affiliates will perform any of the following:

(1) Compete for any Postal Service contract for production of any product for which the supplier prepared any work statement or specifications or conducted any studies or performed any task under this agreement.

(2) Contract (as the provider of a component or the provider of research or consulting services) with any offeror competing for any Postal Service contract for production of any product for which the supplier prepared any work statements or specifications or conducted any studies or performed any task under this agreement.

(3) Contract (as the provider of a component or the provider of research or consulting services) with the offeror which wins award of a Postal Service contract for production of any product for which the supplier prepared any work statement or specifications or conducted any studies or performed any task under this agreement.

c. Possible Future Conflicts of Interest. The supplier agrees that, if after award of this agreement, it discovers any organizational conflict of interest that would diminish its capacity to provide impartial, technically sound, objective research assistance or advice, or would result in a biased work product, or might result in an unfair competitive advantage, except advantages flowing from the normal benefits of performing this agreement, the supplier will make an immediate and full disclosure in writing to the contracting officer, including a description of the action the supplier has taken or proposes to take to avoid, eliminate, or neutralize this conflict of interest.

d. Nondisclosure of Confidential Material

(1) The supplier recognizes that, in performing this agreement, it may receive confidential information. To the extent that and for as long as the information is confidential, the supplier agrees to take the steps necessary to prevent its disclosure to any third party without the prior written consent of the contracting officer.

(2) The supplier agrees to indoctrinate its personnel who will have access to confidential information as to the confidential nature of the information, and the relationship under which the supplier has possession of this information.

(3) The supplier agrees to limit access to the confidential information obtained, generated, or derived, and to limit participation in the performance of orders under this agreement to those employees whose services are necessary for performing them.

e. Postal Service Remedy. If the supplier breaches or violates any of the warranties, covenants, restrictions, disclosures or nondisclosures set forth under this clause, the Postal Service may terminate this agreement, in addition to any other remedy it may have for damages or injunctive relief.

CLAUSE 1-11 PROHIBITION AGAINST CONTRACTING WITH FORMER OFFICERS OR PCES EXECUTIVES (MARCH 2006)

During the performance of this contract, former Postal officers or Postal Career Executive Service (PCES) executives are prohibited from employment by the contractor as key personnel, experts or consultants, if such individuals, within 1 year after their retirement from the Postal Service, would be performing substantially the same duties as they performed during their career with the Postal Service.

CLAUSE 1-12 USE OF FORMER POSTAL SERVICE EMPLOYEES (MARCH 2006)

During the term of this contract, the supplier must identify any former Postal Service employees it proposes to be engaged, directly or indirectly, in contract performance. Such individuals may not commence performance without the contracting officer's prior approval. If the contracting officer does not provide such approval, the supplier must replace the proposed individual former employee with another individual equally qualified to provide the services called for in the contract.

CLAUSE 2-19 OPTION TO EXTEND (SERVICES CONTRACT) (MARCH 2006)

The Postal Service may require the supplier to continue to perform any or all items of services under this contract within the limits stated in the Schedule. The contracting officer may exercise this option, at any time within the period specified in the Schedule, by giving written notice to the supplier. The rates set forth in the Schedule will apply to any extension made under this option clause.

CLAUSE 2-26 PAYMENT - FIXED PRICE (MARCH 2006)

The Postal Service will pay the supplier, upon the submission of proper invoices or vouchers, the prices

stipulated in this contract for work or supplies delivered and accepted or services rendered and accepted, less any deductions provided for by the contract. Unless the contract otherwise specifies, payment will be made on partial deliveries accepted by the Postal Service if:

- a. The amount due on the deliveries warrants it; or
- b. The supplier requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price, whichever is less.

#### CLAUSE 3-2 PARTICIPATION OF SMALL, MINORITY, AND WOMAN-OWNED BUSINESSES (MARCH 2006))

a. The policy of the Postal Service is to encourage the participation of small, minority, and woman-owned business in its purchases of supplies and services to the maximum extent practicable consistent with efficient contract performance. The supplier agrees to follow the same policy in performing this contract.

b. Subject to the agreement of the supplier and the Postal Service, the supplier will report subcontracting activity on one of the following bases:

- (1) Showing the amount of money paid to subcontractors during the reporting period;
- (2) Showing subcontracting activity that is allocable to this contract using generally accepted accounting practices; or
- (3) A combination of the methods listed above.

c. The supplier will submit a report to the contracting officer within 15 calendar days after the end of each calendar-year quarter, describing all subcontract awards to small, minority, or woman-owned businesses. The contracting officer may require more frequent reports.

#### CLAUSE 4-1 GENERAL TERMS AND CONDITIONS (JULY 2007)

a. Inspection and Acceptance. The supplier will only tender for acceptance those items that conform to the requirements of this contract. The Postal Service reserves the right to inspect or test supplies or services that have been tendered for acceptance. The Postal Service may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Postal Service must exercise its post acceptance rights (1) within a reasonable period of time after the defect was discovered or should have been discovered and (2) before any substantial change occurs in the condition of the items, unless the change is due to the defect in the item.

b. Assignment. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

- (1) The contracting officer;
- (2) The surety or sureties upon any bond; and
- (3) The office, if any, designated to make payment, and the contracting officer has acknowledged the assignment in writing.

(4) Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

c. Changes

(1) The contracting officer may, in writing, without notice to any sureties, order changes within the general scope of this contract in the following:

- (a) Drawings, designs, or specifications when supplies to be furnished are to be specially manufactured for the Postal Service in accordance with them;
- (b) Statement of work or description of services;
- (c) Method of shipment or packing;
- (d) Places of delivery of supplies or performance of services;
- (e) Delivery or performance schedule;
- (f) Postal Service furnished property or facilities.

(2) Any other written or oral order (including direction, instruction, interpretation, or determination) from the contracting officer that causes a change will be treated as a change order under this paragraph, provided that the supplier gives the contracting officer written notice stating (a) the date, circumstances, and source of the order and (b) that the supplier regards the order as a change order.

(3) If any such change affects the cost of performance or the delivery schedule, the contract will be modified to effect an equitable adjustment.

(4) The supplier's claim for equitable adjustment must be asserted within 30 days of receiving a written change order. A later claim may be acted upon - but not after final payment under this contract - if the contracting officer decides that the facts justify such action.

(5) Failure to agree to any adjustment is a dispute under Clause B-9, Claims and Disputes, which is incorporated into this contract by reference (see paragraph s). Nothing in that clause excuses the supplier from proceeding with the contract as changed.

d. Reserved

e. Reserved

f. Reserved

g. Invoices

(1) The supplier's invoices must be submitted before payment can be made. The supplier agrees that submission of an invoice to the Postal Service for payment is a certification that:

(a) Any services being billed for have been performed in accordance with the contract requirements; and

(b) Any supplies for which the Postal Service is being billed have been shipped or delivered in accordance with the instructions issued by the contracting officer and that the supplies are in the quantity and of the quality designated in the contract.

(2) To ensure prompt payment, an original invoice (or electronic invoice, if authorized) must be submitted to the address designated in the contract to receive invoices for each destination and shipment. An invoice must contain:

- (a) The supplier's name, remit to address (including ZIP+4) and phone number;
- (b) Unique invoice number and invoice date;
- (c) Any applicable task or delivery order number;
- (d) A description of the supplies or services and the dates delivered or performed;
- (e) The point of shipment or delivery;
- (f) Quantity, unit of measure, unit price(s) and extension(s) of the items delivered;
- (g) Shipping and payment terms, including GBL number if applicable; and
- (h) Any additional information required by the contract.

h. Patent Indemnity. The supplier will indemnify the Postal Service and its officers, employees and agents against liability, including costs for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the supplier is reasonably notified of such claims and proceedings.

i. Payment

(1) Payment will be made for items accepted by the Postal Service that have been delivered to the delivery destinations set forth in this contract. The Postal Service will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR 1315. Payments under this contract may be made by the Postal Service either by electronic funds transfer (EFT), check, or government credit card at the option of the Postal Service. When the EFT payment method is selected, the Postal Service will provide the supplier with Form 3881, Supplier's Electronic Funds Transfer Enrollment Form, at contract award. The supplier must complete the form and submit it to the designated Postal Accounting Service Center to ensure the proper routing of payments.

2) In conjunction with any discount offered for early payment, time will be computed from the date of the invoice. For purposes of computing the discount earned, payment will be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

j. Risk of Loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract will remain with the supplier until, and will pass to the Postal Service upon:

- 1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or;
- 2) Delivery of the supplies to the Postal Service at the destination specified in the contract, if transportation is f.o.b. destination.

k. Taxes. The contract price includes all applicable federal, state, and local taxes and duties.

l. NOT USED

m. NOT USED

n. Title. Unless specified elsewhere in this contract, title to items furnished under this contract will pass to the Postal Service upon acceptance, regardless of when or where the Postal Service takes physical possession.

o. Warranty. The supplier warrants and implies that the items delivered under this contract are merchantable and fit for the use for the particular purpose described in this contract.

p. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the supplier will not be liable to the Postal Service for consequential damages resulting from any defect or deficiencies in accepted items.

q. Other Compliance Requirements. The supplier will comply with all applicable Federal, State, and local laws, executive orders, rules and regulations applicable to its performance under this contract.

r. Order of Precedence. Any inconsistencies in this solicitation or contract will be resolved by giving precedence in the following order; (1) the schedule of supplies and services; (2) the Assignment, Disputes, Payments, Invoice, Other Compliances and Compliance with Laws Unique to the Postal Service Contracts paragraphs of this clause; (3) the clause at 4-2 Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) Form 8203; (8) other documents, exhibits, and attachments, and (9) the specifications.

s. Incorporation by Reference. Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices and its date. The text of incorporated terms may be found at <http://www.usps.com/purchasing/purchasingpubs/pubsmenu>. The following clauses are incorporated in

this contract by reference:

- 1) B-1, Definitions
- 2) B-9, Claims and Disputes
- 3) B-15, Notice of Delay
- 4) B-16, Suspensions and Delays
- 5) B-19, Excusable Delays
- 6) B-30, Permits and Responsibilities

t. Shipping. The supplier must deliver goods that meet the prescribed physical limitations of the current U.S. Postal Service Domestic Mail Manual either by its own personnel/equipment or by use of the United States Postal Service, unless the contracting officer grants a waiver of this requirement. The supplier is responsible for ensuring that the packing and packaging are sufficient to protect the goods and ensure usability upon receipt.

#### CLAUSE 4-2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT POLICIES, STATUTES OR EXECUTIVE ORDERS (JULY 2009)

##### a. Incorporation by Reference

(1) Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices. The text of incorporated terms may be found at <http://www.usps.com/cpim/ftp/manuals/spp/spp.pdf>. The following clauses are incorporated in this contract by reference:

- (1) Clause 1-5, Gratuities or Gifts (March 2006)
- (2) Clause B-9, Claims and Disputes (March 2006)
- (3) Clause B-25, Advertising of Contract Awards (March 2006)
- (4) Clause 9-1, Convict Labor (March 2006)
- (5) Clause 9-5, Contract Work Hours and Safety Standards Act - Safety Standards (March 2006)
- (2) If checked, the following additional clauses are also incorporated in this contract by reference: (contracting officer will check as appropriate.)
- (1) ☒ Clause 1-1, Privacy Protection (July 2007)
- (2) ☐ Clause 1-6, Contingent Fees (March 2006)
- (3) ☐ Clause 1-9, Preference for Domestic Supplies (March 2006)
- (4) ☐ Clause 1-10, Preference for Domestic Construction Materials (March 2006)
- (5) ☐ Clause 3-1, Small, Minority, and Woman-owned Business Subcontracting Requirements (March 2006)
- (6) ☐ Clause 3-2, Participation of Small, Minority, and Woman-owned Businesses (March 2006)
- (7) ☐ Clause 9-2, Contract Work Hours and Safety Standards Act - Overtime Compensation (March 2006)
- (8) ☐ Clause 9-3, Davis-Bacon Act (March 2006)
- (9) ☐ Clause 9-6, Walsh-Healey Public Contracts Act (March 2006)
- (10) ☒ Clause 9-7, Equal Opportunity (March 2006)
- (11) ☐ Clause 9-10, Service Contract Act (March 2006)
- (12) ☐ Clause 9-11, Service Contract Act - Short Form (March 2006)
- (13) ☐ Clause 9-12, Fair Labor Standards Acts and Services Contract Act - Price Adjustments (March 2006)
- (14) ☒ Clause 9-13, Affirmative Action for Handicapped Workers (March 2006)
- (15) ☒ Clause 9-14, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (March 2006)

##### b. Examination of Records.

(1) Records. "Records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(2) Examination of Costs. If this is a cost-type contract, the supplier must maintain, and the Postal Service will have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination includes inspection at all reasonable times of the supplier's plants, or parts of them, engaged in the performance of this contract.

(3) Cost or Pricing Data. If the supplier is required to submit cost or pricing data in connection with any pricing action relating to this contract, the Postal Service, in order to evaluate the accuracy, completeness, and currency



of the cost or pricing data, will have the right to examine and audit all of the supplier's records, including computations and projections, related to:

- (a) The proposal for the contract, subcontract, or modification;
- (b) The discussions conducted on the proposal(s), including those related to negotiating;
- (c) Pricing of the contract, subcontract, or modification; or
- (d) Performance of the contract, subcontract or modification.

(3) Reports. If the supplier is required to furnish cost, funding or performance reports, the contracting officer or any authorized representative of the Postal Service will have the right to examine and audit the supporting records and materials, for the purposes of evaluating:

- (a) The effectiveness of the supplier's policies and procedures to produce data compatible with the objectives of these reports; and
- (b) The data reported.

(4) Availability. The supplier must maintain and make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a) through (d) of this clause, for examination, audit, or reproduction, until three years after final payment under this contract or any longer period required by statute or other clauses in this contract. In addition:

- (a) If this contract is completely or partially terminated, the supplier must make available the records related to the work terminated until three years after any resulting final termination settlement; and
- (b) The supplier must make available records relating to appeals under the claims and disputes clause or to litigation or the settlement of claims arising under or related to this contract. Such records must be made available until such appeals, litigation or claims are finally resolved.

Note: (Note to contracting officers: Any contemplated changes to this paragraph (b.) may not be made before (1) consulting with assigned counsel and the Office of the Inspector General and (2) a deviation has been reviewed and approved by a higher level than the contracting officer who holds deviation approval authority.

c. Payment Offsets. As required by 31 U.S.C. 3716, the Postal Service participates in the Treasury Offset Program of the Department of Treasury's Financial Management Service. Payments under this contract are subject to offset in whole or in part for the supplier's delinquent tax and non-tax debts owed to the United States and the states and for delinquent child support payments. Suppliers with questions concerning a payment offset should contact the Treasury Offset Program call center at: 1/800-304-3107.

#### CLAUSE 4-4 NONDISCLOSURE (PROFESSIONAL SERVICES) (MARCH 2006)

The supplier acknowledges that confidential information might be generated or made available during the course of performance of this agreement. In addition to the restrictions on disclosure established under the supplier's code of ethics, the supplier specifically agrees not to disclose any information received or generated under this contract, unless its release is approved in writing by the contracting officer. The supplier further agrees to assert any privilege allowed by law and to defend vigorously Postal Service rights to confidentiality.

#### CLAUSE 4-5 INSPECTION OF PROFESSIONAL SERVICES (MARCH 2006)

a. The contracting officer may, at any time or place, inspect the services performed and the products, including documents and reports. No matter what type of contract is employed, and in addition to any specific standards of quality set out in this agreement, the contracting officer may reject any services or products that do not meet the highest standards of professionalism. No payment will be due for any services or products rejected under this clause.

b. Acceptance of any product or service does not relieve the supplier of the duties imposed by supplier's code of professional ethics, and the supplier remains liable for the period allowed under federal law for claims by the United States, for any errors or omissions occurring during performance.

#### CLAUSE 4-7 RECORDS OWNERSHIP (MARCH 2006)

Notwithstanding any state law providing for retention of rights in the records, the supplier agrees that the Postal Service may, at its option, demand and take without additional compensation all records relating to the services provided under this agreement. The supplier must turn over all such records upon request but may retain copies

of documents produced by the supplier.

#### CLAUSE 4-8 KEY PERSONNEL (MARCH 2006)

a. To the extent that the statement of work provides for services to be performed by key personnel, those services must be performed by the personnel identified in the supplier's proposal to perform them unless substitutes have been approved in writing by the contracting officer. Use of junior personnel, even under key personnel supervision (for example, associates or student workers), is not authorized unless they are identified in the supplier's proposal by name or position, with a description of their duties.

b. This agreement may be terminated if the key personnel named in the supplier's proposal become unavailable for any reason. If the unavailability of key personnel is not the fault of the supplier, the contracting officer may terminate by giving notice of termination. The supplier will be paid for service performed up to the date of termination. If the contracting officer finds that the supplier is at fault for the unavailability of key personnel, the agreement may be terminated for default.

#### CLAUSE 6-1 CONTRACTING OFFICER'S REPRESENTATIVE (MARCH 2006)

The contracting officer will appoint a contracting officer's representative (COR), responsible for the day-to-day administration of the contract, who will serve as the Postal Service's point of contact with the supplier on all routine matters. A copy of the notice of appointment defining the COR's authority will be furnished to the supplier upon award of the contract.

#### CLAUSE 8-10 RIGHTS IN DATA - SPECIAL WORKS (MARCH 2006)

a. Definition. Works means literary works, including technical reports, studies, and similar documents; musical and dramatic works; and recorded information, regardless of the form or the medium on which it may be recorded. It does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

##### b. Rights

(1) All works first produced in the performance of this contract are the sole property of the Postal Service. The supplier agrees not to assert or authorize others to assert any rights or establish any claim of copyright in these works.

(2) The supplier assigns all right, title, and interest to the Postal Service in all works first produced in performance of this contract that are not otherwise "works for hire" for the Postal Service under Section 201(b) of Title 17, United States Code. The supplier, unless directed otherwise by the contracting officer, must place on all such works delivered under this contract the following notice:

"Copyright (year of delivery) United States Postal Service"

(3) The supplier grants to the Postal Service a royalty-free, nonexclusive, irrevocable license throughout the world to publish, translate, deliver, perform, use, and dispose of in any manner any portion of a work that is not first produced in the performance of this contract but in which copyright is owned by the supplier and that is incorporated in the work finished under this contract, and to authorize others to do so for Postal Service purposes.

(4) Unless the contracting officer's written approval is obtained, the supplier may not include in any works prepared for or delivered to the Postal Service under this contract any works of authorship in which copyright is not owned by the supplier or the Postal Service without acquiring for the Postal Service any right necessary to perfect a license of the scope set forth in subparagraph b.3 above.

(5) Except as otherwise specifically provided for in this contract, the supplier may not use for purposes other than the performance of this contract, or release, reproduce, distribute, or publish, any work first produced in the

performance of this contract, or authorize others to do so.

c. Indemnity. The supplier indemnifies the Postal Service (and its officers, agents, and employees acting for the Postal Service) against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, or use of any works furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in these works. These provision do not apply to material furnished by the Postal Service and incorporated in the works to which this clause applies.

PART 4 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

LISTING

<u>Attachment No.</u>	<u>No of Pages</u>	<u>Attachment Title</u>
1	10	Statement of Work
2	1	Technical Evaluation Criteria
3	1	Pricing Template